

REVISIONS:

Additions: Items 8C, D & E-Street Closures for Public Works

Item 12 pulled per Chris Carrier

AUGUST 01, 2006 AGENDA REPORTS

Agenda Item No. 6a

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0771

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Sanitary Sewer Improvements in Emerald Bay Estates Addition (west of West Street, north of 21st) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the New Petitions.

Background: On January 24, 2006, the City Council approved a Petition for Sanitary Sewer Improvements in Emerald Bay Estates Addition. Because of higher than expected construction costs, the developer has submitted new petitions to divide the project into two phases. The signature on the new Petitions represents 100% of the improvement districts.

Analysis: The projects will provide sanitary sewer improvements within a residential development located west of West Street, north of 21st.

Financial Considerations: The existing Petition totals \$997,000. The new Petitions total \$1,836,000. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing for the construction of sanitary sewer improvements in a new subdivision. They also address the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the New Petitions, adopt the Resolutions and authorize the necessary signatures.

Agenda Item No. 8a

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0772

TO: Mayor and City Council
SUBJECT: Community Events
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, Wichita Festivals, Inc. is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Flight Festival, August 24, 25 and 26 Jabara Airport

- 3500 block of Webb Road including the intersection of 43rd Street North and Webb Road. Please see attached map.
 - Friday, August 24th 6:00 pm – 11:00 pm
 - Saturday, August 25th 10:00 am – 5:00 pm
 - Sunday, August 26th 10:00 am – 5:00 pm

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. 8b.

City of Wichita
City Council Meeting
August 1, 2006
Agenda Report # 06-0773

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, Wichita Festivals, Inc. is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2006 Wagonmasters Downtown Chili Cookoff, September 30, 2006 6:00 am – 6:00 pm
§ 500 and 600 block of East Douglas, Emporia to Viaduct Bridge.
§ 100 block of North St. Francis
§ 100 block of South St. Francis
Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. 8c.

City of Wichita
City Council Meeting
August 1, 2006
Agenda Report No. 06-0806

TO: Mayor and City Council Members

SUBJECT: Street Closure: 151st Street, from Maple to Moscelyn (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Cornejo and Sons, Inc. has contracted to reconstruct 151st St. West in west Wichita. This project was approved by the City Council on July 11, 2006 and project specifications allowed for a related street closure during the project construction. The existing roadway is a sand/gravel roadway with open ditches. The planned reconstruction will perform excavation and grading of the existing roadway, installation of a compacted subgrade, and the laying of a 26' wide asphalt roadway. The contractor is requesting a four-week closure of this half mile section of 151st St. to minimize traffic and related construction safety concerns and reduce the length of time needed for construction. The requested street closure is tentatively scheduled to begin approximately 9:00 a.m. Wednesday, August 2nd and be completed on or before August 25th, 2006.

Analysis: Cornejo and Sons, Inc. is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the street closure traffic on 151st St. West will be detoured as follows:

Southbound 151st St. traffic will be detoured west on Maple to 167th St. West, then south to U.S. 54/400 (Kellogg), then east to return to 151st St. West.

Northbound 151st St. traffic will be detoured east on U.S. 54/400 (Kellogg) to 135th St. West, then north to Maple, then west to return to 151st St. West.

Financial Considerations: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow

through a major traffic corridor.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the street closure.

Agenda Item No. 8d.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-

TO: Mayor and City Council Members

SUBJECT: Street Closures: Streets crossing the UPRR in south Wichita
(Districts I & III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closures.

Background: The Union Pacific Railroad (UPRR) is experiencing some railroad track and signal issues related to the present condition of the railroad track and crossings in Mead St. in south Wichita. The railroad has scheduled maintenance of this track corridor to begin approximately August 1, 2006 and extend through most of the month of August. The railroad is requesting two-day street closures of the eight (8) east/west streets at the crossing area as the work progresses from Lincoln to Mt. Vernon. During the street closure the railroad will remove the existing crossing material, replace ties and ballast as necessary, adjust the rail elevation and alignment and install new crossing material.

Analysis: The UPRR is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the arterial street closures at Lincoln and Harry, east-west traffic will be detoured to adjacent arterial streets.

Financial Considerations: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining safe and dependable transportation systems.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the street closures.

Agenda Item No. 8e

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No.

TO: Mayor and City Council Members

SUBJECT: Street Closure: Hydraulic from 37th St. N. to ½ Mile N. (District I & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Cornejo and Sons, Inc. has contracted to reconstruct Hydraulic St. in north Wichita. This project was approved by the City Council on January 4, 2005 as part of the 2005 Contract Maintenance CIP and project specifications allow for a street closure during the project construction. The existing roadway is an asphalt mat surface street with open ditches. The planned reconstruction will perform milling and excavation of the existing roadway, mixing of this material with a subgrade stabilizer and regrading and rolling of the mixed material to create a compacted subgrade. This work will be followed with the laying of a 6" thick, 26' wide asphalt roadway. The contractor is requesting a two-week closure of this half mile section of Hydraulic St. to minimize traffic and related construction safety concerns and reduce the length of time needed for construction. The requested street closure is tentatively scheduled to begin approximately 9:00 a.m. Thursday, August 3rd and be completed on or before August 17th, 2006.

This construction schedule will allow the project to be completed before school begins in mid-August. The County presently has 45th St. N. closed between Hydraulic and Hillside for bridge reconstruction that is expected to be completed near the end of September 2006.

Analysis: Cornejo and Sons, Inc. is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the street closure traffic on Hydraulic will be detoured as follows:

Southbound Hydraulic traffic will be detoured west on 45th St. N. to Old Lawrence Rd., then south to 37th St. N., then east to return to Hydraulic.

Northbound Hydraulic traffic will be detoured west on 37th St. N. to Old Lawrence Rd., then north to 45th St. N., then east to return to Hydraulic.

Financial Considerations: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the street closure.

Agenda Item No. 9a.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0774

TO: Mayor and City Council Members

SUBJECT: Agreement with City of Maize for 37th St. North Improvement, between Tyler and Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Wichita/Maize Agreement.

Background: On March 8, 2005, the City Council approved a project to improve 37th St. North, between Tyler and Ridge. Part of the street right-of-way is in the City of Maize. An agreement has been prepared which provides Wichita authority to construct the project within Maize city limits. Maize has agreed to acquire needed right-of-way within the Maize city limits.

Analysis: The project will reconstruct 37th St. North to provide a four lane roadway with landscaped medians for left turn lanes. The existing bridge located approximately 1,300' west of Ridge will be replaced with a new four lane structure.

Financial Considerations: The estimated project cost is \$5,200,000 with \$1,200,000 paid by the City of Wichita and \$4,000,000 by Federal funds. The funding source for the City share is General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement with the City of Maize and authorize the necessary signatures.

.

Agenda Item No. 9b.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0775

TO: Mayor and City Council Members

SUBJECT: Agreement with the City of Maize for an asphalt overlay on 37th St. North, between Maize and Tyler (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Wichita/Maize Agreement.

Background: 37th St. North, between Maize and Tyler, is partially within the Wichita city limits and partially within Maize city limits. The existing asphalt pavement is beginning to fail. An agreement has been prepared which provides Maize authority to administer a maintenance project to extend the life of the pavement. The agreement provides that the Cities of Wichita and Maize will each pay ½ of the project cost.

Analysis: The project will provide a 5" asphalt overlay onto the existing two lane asphalt mat pavement.

Financial Considerations: The estimated project cost is \$64,500, with \$32,500 paid by the City of Wichita and \$32,500 paid by Maize. Funding for the City's share is available from the 2006 Arterial Street Rehabilitation Program. The funding source for the City's share is General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending the life of a paved arterial street.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement with the City of Maize and authorize the necessary signatures.

Agenda Item No. 9c.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0776

TO: Mayor and City Council

SUBJECT: Contract for Pre-Sentence Evaluation Reports

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: State law requires a pre-sentence evaluation be conducted for persons convicted of driving under the influence of alcohol or drugs. Additionally, the judges may order pre-sentence evaluation reports on other violations of the City Code, such as domestic violence and possession of drugs. For the past twelve years, the Municipal Court has contracted with an outside agency for the completion of these pre-sentence investigation reports. The selected contractor must be Alcohol and Drug Safety Action Program certified or licensed. The pre-sentence evaluation reports contain criminal histories, prior arrest records, victim impact and restitution information, social history information and assessments of the severity of alcohol/drug or domestic violence offenses. Prior to sentencing, the judges use the pre-sentence investigation reports to evaluate the defendants' criminal history.

Analysis: The Municipal Court Administrator, Probation Office Supervisor, and the Purchasing Manager evaluated the Request for Proposal submitted. The request for proposal was mailed to 12 vendors – only the current contractor, a locally, woman-owned small business responded, Correctional Counseling of Kansas. Staff has reviewed the proposal submitted and feels it is fair and reasonable and meets the requirements set out in the Request for Proposal. Correctional Counseling of Kansas has thirteen years previous experience in providing contract pre-sentence evaluations for the Court. These pre-sentence evaluations are conducted on defendants arrested for Driving Under the Influence of Alcohol and for those defendants that have applied for the Driving Under the Influence Diversion Program. The proposed contractor has maintained the same cost to provide pre-sentence evaluation reports for this contract period as was provided for in the past contract period of \$62.50 per report.

Financial Considerations: The proposed contractor has maintained the same cost to provide pre-sentence evaluation reports for this contract period as was provided for in the past contract period of \$62.50 per report. Municipal Court has an approved budget of \$50,500 for this contract.

Goal Impact: This agreement addresses the Safe and Secure Community goal by providing the judge with the defendant's criminal history prior to sentencing. This allows the judge to impose a sentence and conditions of probation that best meet the interests of justice.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachments: Contract with Correctional Counseling of Kansas.

For Pre-Sentence Investigation Reports Proposal FP60057

This Contract made and entered into this 1st day of August 2006, by and between the City of Wichita, Kansas, a Municipal Corporation, hereinafter called "City", and Correctional Counseling of Kansas, a sole proprietorship, [Vendor Code Number 513702734-002], 806 North Main, Wichita, Kansas, 67203, Telephone Number (316) 262-3060, hereinafter called "Contractor" or "CCK".

WITNESSETH: WHEREAS, City provides for prosecution of misdemeanor criminal offenses and traffic infractions through the operations of the City of Wichita Municipal Court; and WHEREAS, City desires to timely provide for the completion of pre-sentence investigations and decrease the time between disposition and sentencing in misdemeanor cases; and WHEREAS, Contractor is able and willing to provide these services as per City's Request for Proposal and Contractor's Response to Formal Proposal (FP600057) and as approved by the City Council on August 1, 2006.

NOW, THEREFORE, the parties hereto agree as follows:

1. Contractor agrees to provide the following services to the City of Wichita Municipal Court:

- (a) Accept referrals from the Court for pre-sentence investigations;
- (b) Schedule appointments with employers, victims, medical personnel, etc., as appropriate;
- (c) Contractor will be responsible for all typing and all report duplication required by the court.
- (d) Contractor will submit payment vouchers to the City on the 1st and 15th of the month.
- (d)

2. City agrees to:

- (a) Provide Contractor with referrals in the format of a copy of the disposition sheet, the criminal record check and the criminal complaint;
- (b) Review submitted reports for completeness and appropriateness. The parties agree reports that are incomplete or unsatisfactory, as determined in the discretion of the Probation Office Supervisor or her designee, will be revised by Contractor without additional fee.
- (c) Pay Contractor the sum of sixty-two dollars and fifty cents (\$62.50) for each completed report within 10 working days after receipt of payment voucher;
- (d) Not exceed eight hundred eighty-four (884) referrals to Contractor during the term of this contract.

3. Contractor shall procure and maintain a liability insurance policy which will protect the Contractor from errors, omissions and negligent acts of the Contractor, its agents, officers and employees in the performance of the services to be rendered under this Contract. Such policy of insurance shall be in an amount of not less than \$500,000.00 and shall name the City as an additional insured. Certificates of insurance satisfactory to the City shall be filed by Contractor, and shall be in effect for the duration of the Contract.

4. Contractor agrees to hold the City harmless from any and all claims, suits, action or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this Contract, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.

5. Contractor shall comply with all the applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts and Agreements, as it may be amended, incorporated herein by reference.

6. This Contract shall be for a term commencing August 1, 2006, and ending July 31, 2007, and may be renewed under the same terms and conditions for an additional four (4) one-year periods by the agreement of both parties.

7. This Contract shall not be assigned, nor any of the services provided for herein be further subcontracted without the express written consent of City.

8. The City may terminate this Contract upon thirty (30) days written notice.

This agreement is entered into this 1st day of August, 2006.

IN WITNESS WHEREOF, the City and Correctional Counseling of Kansas have executed this agreement as of the date first written above.

Attest:

CITY OF WICHITA

Karen Sublett, City Clerk

Carlos Mayans, Mayor

Approved as to Form:

CORRECTIONAL COUNSELING OF
KANSAS (CCK), a sole proprietorship

Gary E. Rebenstorf
Director of Law

Shawna Mobley
Director/Owner

Agenda Item No. 9d.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0777

TO: Mayor and City Council

SUBJECT: Contract for Wichita Intervention Program Instructor

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: State statute requires first conviction drunk drivers to be incarcerated for forty-eight hours and attend alcohol intervention classes. In 1984, Municipal Court established the Wichita Intervention Program which combined both aspects, incarceration and intervention classes, in a setting outside of jail. The City of Wichita Intervention Program was the second intervention program in the nation and the only one in Sedgwick County.

Offenders in the program are confined at a Wichita motel and must attend 21 hours of lectures, group sessions, presentations by guest speakers and self assessments. An instructor, certified as an alcohol and drug counselor, leads the intervention process. The instructor also provides direction to security guards and acts as liaison to the hotel manager.

Analysis: A Request for Proposal was sent to twenty-three (23) vendors outlining the instructor services. Only the current vendor, Heartstone Substance Abuse Services, responded. Staff has reviewed the proposal and feel it is fair and reasonable and meets the requirements set out in the Request for Proposal. Heartstone has spent over a decade providing educational services to Driving While Under the Influence (DUI) offenders, and has also been the primary vendor for the Wichita Intervention Program (WIP) for the past nine (9) years. Heartstone has excellent credentials in education and experience and has run a quality and effective intervention program. The participants regularly make statements that the program is a positive and enriching experience for them.

Financial Considerations: The Wichita Intervention Program (WIP) is funded from the General Fund; however, all costs are offset entirely by revenues generated from participant fees. Two hundred fifty dollars (\$250.) is collected per participant prior to attendance and offsets the costs of all aspects of the WIP program; the hotel facility, guard service, facilitators, speakers and administration costs. The total 2006 Revised budget for the Wichita Intervention Program is \$294,570.

In response to the Request for Proposal (RFP), the proposed contractor submitted an hourly rate of \$32.80, or \$852.80 per weekend compared to the current cost of \$832.00 per weekend, with a two percent (2%) hourly increase per contract renewal period. The proposed increase is a minimal increase over the past contract periods. With approval of this contract, the increased cost will be absorbed within the Municipal Court's budget.

Goal Impact: This agreement addresses the Safe and Secure Community goal by providing education and intervention to those convicted of DUI. Through education and intervention this program seeks to reduce repeat DUI offenses by defendants.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended the City Council approve the contract and authorize the necessary signatures.

Attachment: Contract with Heartstone Substance Abuse Services.

AGREEMENT

By and Between CITY OF WICHITA, KANSAS And HEARTSTONE SUBSTANCE ABUSE SERVICES. THIS AGREEMENT, made and entered into this August 1, 2006, by and between the CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 N. Main, Wichita, Kansas, 67202, hereinafter referred to as "First Party", and HEARTSTONE SUBSTANCE ABUSE SERVICES, having its principal office located at 1825 N. Cramer, Wichita, Kansas, 67212, hereinafter referred to as "Second Party";

WITNESSETH:

WHEREAS, the City of Wichita, Kansas, has established a Wichita Intervention Program of structured counseling and behavior for persons convicted of driving under the influence, who have been sentenced to serve their term of confinement at a Court designated facility, in Wichita, Kansas, or who have been placed on diversion because of an arrest for driving under the influence of liquor, and

WHEREAS, the Second Party has agreed, as an independent contractor and not as an agent or employee of the City of Wichita, Kansas, to furnish services as hereinafter set out in furtherance of such program.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. PURPOSE

The purpose of this Agreement is to engage Second Party to provide primary instructor services to those persons sentenced to, or ordered to, the Court designated facility in Wichita, Kansas, under the program as set out above.

2. COMPENSATION:

First party agrees to make payment to Second Party for services performed as outlined in paragraph 5 hereof, and per the specifications and response provided for in the Request for Proposal No. FP600056, the sum of thirty-two dollars and eighty cents (\$32.80) per hour for each man-hour spent in providing such services. The City agrees to a two percent (2%) cost of living adjustment at the beginning of each renewal period. Payment will be made to the Second Party once each month based upon the total man-hours expended. The scheduling of personnel necessary to perform the services required herein shall be subject to the prior approval of the Wichita Municipal Court.

3. DURATION

The term of this contract shall be in effect from August 1, 2006, through July 31, 2007, with options to renew the contract under the same terms and conditions for four successive one year terms by mutual agreement of both parties. In the event the First Party wishes to renew the agreement, a written notice of intent to renew shall be provided to Second Party at least sixty (60) days prior to the end of the then current term of the agreement.

4. NONDISCRIMINATION

No distinction on the grounds of race, color, sex, or national origin will be made in the manner of providing services under the terms of this agreement. The Second Party agrees to comply with the City of Wichita Administrative Regulation No. 23, "Revised Nondiscrimination and Equal Employment Opportunity Statement," a copy of which is attached hereto as Exhibit A and made a part thereof.

5. SERVICES

The Second Party agrees to furnish necessary personnel to conduct classes up to three weekends a month at the Court designated facility as directed by the Court. The exact schedule will depend on the volume of participants scheduled to attend Wichita Intervention Program. Such services shall be performed on weekends as directed by an officer of the Court to be designated by the Probation Office Chief Supervisor, and shall be provided from 6:00 p.m. on Friday evening until 10:00 p.m., from 8:30 a.m. to 5:30 p.m. on Saturday, and from 8:00 a.m. to 5:30 p.m. on Sunday, or as scheduled by the Court. The Probation Office Chief Supervisor manages the content of the materials, lectures and speakers presented throughout the weekend and the instructor will engage the participants in small group activities, introduce the speakers, present lectures and make follow-up referrals when appropriate. In addition, the instructor will provide direction to the guards and coordinate with the motel for the full 48 hours. Any unresolved issues at the conclusion of the weekend shall be brought to the attention of the Probation Office Chief Supervisor. Class size will vary from 20 to 40 participants.

6. RECORDS TO BE KEPT

Second party agrees to keep good and sufficient records showing the time worked by every person employed by the Second Party in the performance of the services provided hereunder; such time records shall be submitted at the end of the month together with an invoice for services rendered. The Second Party further agrees to keep other records which may from time to time be required by the Court.

7. INSURANCE

Second Party will carry insurance coverage during the term of this Agreement and any extension thereof in the following amounts covering all employees involved in the provision of services under this contract.

a. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
-------------------------	---

Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
---	---

b. Automobile Liability – Comprehensive Form including all owned,

hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage	\$500,000 each accident
Liability (Combined Single Limit)	\$500,000 each accident

c. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

d. Second Party shall indemnify and hold City harmless, from and against any and all liability which may occur as a result of the actions of Second Party and Second Party's agents and employees pursuant to this Agreement.

8. TERMINATION

First Party reserves the right to terminate this Agreement at any time upon thirty (30) days written notice in the event the services being provided by the Second Party are unsatisfactory; provided, however, that in any case Second Party shall be paid the value of the services provided up to the time of termination on the basis of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

Attest:

CITY OF WICHITA, KANSAS

Karen Sublett, City Clerk

Carlos Mayans, Mayor

Approved as to Form: HEARTSTONE SUBSTANCE ABUSE SERVICES:

Gary E. Rebenstorf, Director of Law

Richard "Marc" Haden

Agenda Item No. 9e.

City of Wichita
City Council Meeting
August 1, 2006
Agenda Report No. 06-0778

TO: Mayor and Members of the City Council

SUBJECT: 2006/2007 Consolidated Plan Contracts

INITIATED BY: Department of Housing and Community Services

AGENDA: Consent

Recommendation: Approve the contracts.

Background: On March 21, 2006, the City Council allocated Community Development Block Grant (CDBG) and Emergency Shelter Grant (ESG) funds for the 2006/2007-program year. Included in the 2006/2007 allocations are several projects requiring City Council approval to execute the contracts.

Analysis: The agency contracts provide operating assistance for the approved projects. The contracts will be for a 12 month term beginning beginning July 1, 2006 and ending June 30, 2007.

Financial Considerations: The following indicates the funding source and each contract amount:

CDBG	Family Services Institute	\$81,593
	Harbor House	\$112,033
	Urban League of the MidPlains	\$10,000
	Wichita Indochinese Center	\$81,593
	YMCA Youth Recreation & Enrichment	\$100,000
	YWCA Women's Crisis Center	\$157,000
ESG	Anthony Family Shelter	\$24,154
	Center of Hope	\$9,690
	Harbor House	\$6,692
	Inter-Faith Inn	\$23,811
	Safe Haven	\$8,759
	Salvation Army	\$22,027
	United Methodist Urban Ministries	\$20,780
	YWCA Women's Crisis Center	\$3,615

Goal Impact: Funding provided through the execution of the contracts will enhance the goals of supporting a Dynamic Core area and Vibrant Neighborhoods and Enhancing the Quality of Life.

Legal Considerations: Contracts have been negotiated with the agencies and signed by their authorized representatives. The Law Department has reviewed and approved the contracts as to form.

Recommendations/Actions: It is recommended that the City Council approve the contracts and authorize the necessary signatures.

Attachments: Contracts for the 2006/2007 program year utilizing CDBG and ESG funding.

Agenda Item No. 9f.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0779

TO: Mayor and City Council

SUBJECT: Enterprise Agreement for Microsoft Office System

INITIATED BY: IT/IS Department

AGENDA: Consent

Recommendation: Approve the Agreement

Background: A Microsoft Enterprise Agreement allows the City to contract with Microsoft exclusively for the Office Suite products. The agreement reduces both the initial purchase price and provides productivity benefits, support tools, and training.

Analysis: The Microsoft Office products were last upgraded in May 2001; the most current version of the product is Office 2003. Microsoft will release Office 2007 in December, 2006. The Enterprise Agreement will provide licenses for the 2007 product at the price charged for the 2003 product.

The Enterprise Agreement simplifies license administration; by buying licenses one time a year instead of hundreds of times throughout the year. The City is guaranteed 2000 licenses, which allow for some growth over the year. Currently the City has 1900 licenses. Another advantage is that the Enterprise Agreement allows City employees to purchase Microsoft products at a significant discount. The Enterprise Agreement also includes Software Assurance, a package of productivity benefits, support, tools, and training.

The IT/IS Advisory Board has approved the plan to upgrade the Office products and enter into the Enterprise Agreement.

The Purchasing Manager has reviewed and approved the Enterprise Agreement.

Financial Considerations: This three-year agreement starts in 2006, with annual payments of \$288,723. Funding is included in the 2007 Proposed Budget.

Goal Impact: Internal Perspective, as it allows staff to more efficiently manage the business.

Legal Considerations: The Agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council Approve the Agreement, authorize the expenditure and the necessary signatures.

Agenda Item No. 10a.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0780

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Brighton Courts Addition (south of 21st, west of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Brighton Courts Addition on July 15, 2003.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Brighton Courts Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$23,400 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sanitary sewer and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA, KANSAS, and MKEC ENGINEERING CONSULTANTS, INC., for BRIGHTON COURTS ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89857 serving Lots 1 through 38, Block 1, Brighton Courts Addition (south of 21st, west of Webb) (Project No. 448 89857).

LATERAL 84, MAIN 22, WAR INDUSTRIES SEWER serving Lots 1 through 38, Block 1, Brighton Courts Addition (south of 21st, west of Webb) (Project No. 468 83673).

PADDOCK GREEN CIRCLE from 97 feet south of the north line of Lot 5, Block 1, to and including the cul-de-sacs serving Lots 6 through 29, Block 1, Brighton Courts Addition (south of 21st, west of Webb) (Project No. 472 83817).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Brighton Courts Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the

CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89857	\$ 4,600.00
Project No. 468 83673	\$ 5,300.00
Project No. 472 83817	<u>\$13,500.00</u>
TOTAL	\$23,400.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL
Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.
(Name & Title)

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This

shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

a. Plan Development for the water improvements by 120 days from notice to proceed.

(Project No. 448 89857).

b. Plan Development for the sewer improvements by 120 days from notice to proceed.

(Project No. 468 83673).

c. Plan Development for the paving improvements by 120 days from notice to proceed.

(Project No. 472 83817).

Agenda Item No. 10b.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0781

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Fox Ridge Addition (north of 29th Street North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Fox Ridge Addition on October 4, 2005.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of paving in Fox Ridge Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$81,000 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA,
KANSAS, and MKEC ENGINEERING CONSULTANTS, INC., for FOX RIDGE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WESTLAKES PARKWAY from the west line of Lot 45, Block 1, to the west line of Lot 101, Block 1; with construction of a sidewalk on the north side (north of 29th Street North, west of Tyler) (Project No. 472 84279).

GREY MEADOW from the north line of Westlakes Parkway to the east line of Flat Creek;

GREY MEADOW COURTS serving Lots 80 through 94, Block 1 from the north line of Grey Meadow to and including the cul-de-sac; FLAT CREEK from the west line of Grey Meadow to the south line of Lot 79, Block 1; FLAT CREEK COURT and CIRCLE serving Lots 60 through 79, Block 1, from the north line of Grey Meadow to and including the cul-de-sac (north of 29th Street North, west of Tyler) (Project No. 472 84421).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Fox Ridge Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the

CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84279	\$31,000.00
Project No. 472 84421	<u>\$50,000.00</u>
TOTAL	\$81,000.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL
Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

a. Plan Development for the paving improvements by 120 days from notice to proceed.

(Project No. 472 84279).

b. Plan Development for the paving improvements by 120 days from notice to proceed.

(Project No. 472 84421).

Agenda Item No. 11a.

CITY OF WICHITA
City Council Meeting
August 1, 2006

Agenda Report No. 06-0782

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land for Right-of-Way at 7817 West 37th Street
North (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition.

Background: In January 2006, staff was instructed to pursue acquisition of several tracts of land for roadway and storm water drainage improvements along West 37th Street between Ridge Road and Tyler Road. There are five tracts required for the project. These are strip acquisitions along the north line of three residentially zoned parcels and two commercially zoned parcels. The owners of the commercial parcels have agreed to donate the necessary right-of-way and easements. On April 25, 2006 the City Council approved acquisition of the residential properties through eminent domain and staff was instructed to continue the negotiations.

The project requires 10,128 square feet from the property at 7817 West 37th Street North. This parcel has approximately 30 acres and is improved with a single family residence and out buildings. The improvements are distanced from the road and will not be impacted by the project. There are some trees and landscaping within the proposed acquisition area.

Analysis: The tract at 7817 West 37th Street was appraised at \$16,800. This includes \$3,200 (\$.32 per square foot) for the land, \$2,400 for a permanent easement (\$.32 per square foot) plus \$11,200 in damages. The owner rejected this offer and countered at \$38,900 based on a land value of \$1.00 psf for both the easement and right-of-way plus damages to replace the berm along the north property line, damages to trees and landscaping. Comparable sales supporting up to \$1.00 per square foot were presented. City staff recommends that the City agree to accept the owner's counter offer of \$38,900 which is \$1.00 per square foot for the land and \$21,175 as damages to the berm, trees and landscaping.

Financial Considerations: A budget of \$40,000 is requested for the acquisition. This amount includes \$38,900 for the acquisition and \$1,100 for closing costs and title insurance. The

funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastrucutre as this area is rapidly growing.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Purchase Contract; 2) Approve the budget and 3) Authorize the necessary signatures.

Agenda Item No. 11b.

CITY OF WICHITA
City Council Meeting
August 1, 2006

Agenda Report No. 06-0783

TO: Mayor and City Council Members

SUBJECT: Acquisition of 3911 East Kinkaid for the Dry Creek Basin Project
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 3911 East Kinkaid. The site consists of 15,246 square feet and is improved with a 1,461 square foot brick, ranch single family residence.

Analysis: The appraised value of \$120,000 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$125,850 is requested. This includes \$120,000 for the acquisition, \$5,000 for demolition and \$850 for closing costs and title insurance. The funding source is the Storm Water Utility.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure and flood control in this area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize the necessary signatures.

Agenda Item No. 12.

(This Item Pulled 07-31-06 per Chris Carrier, Public Works

Agenda Item No. 13.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0785

TO: Mayor and Council Members

SUBJECT: Operating Agreement Extension– Herzog Environmental, Inc. (District VI).

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve operations agreement extension at Brooks Landfill.

Background: On June 6th, 2001, the City of Wichita entered an agreement with Herzog Environmental, Inc. to operate a C&D landfill on the Brooks site for a five-year period. Herzog began operations on October 1, 2001.

Analysis: The original agreement provided for a five-year extension for operation at Brooks, subject to re-negotiation of contract terms. Herzog has performed well since beginning operations in 2001, and the City of Wichita and Herzog Environmental, Inc. mutually wish to continue operations under the terms of the original contract.

Financial Considerations: The original agreement specified a maximum first year tipping fee, payment to the City of Wichita for non-City waste received, and terms by which the tipping fee charged to the public can be adjusted. Compensation during this five-year extension will be identical to those outlined in the original contract.

During the first 5 years (from October of 2001 to May of 2006) of the agreement the City of Wichita's revenue was \$1.8M and Herzog's approximate revenue was \$2M. In addition, the agreement allows for free hauling of debris by City crews, and over 133,000 City tons were hauled during the agreement period. Based on the normal \$20 tipping fee, that represents a savings to the City of \$2.6M.

Goal Impact: This work will support the Core Area and Neighborhood Goal by continuing to provide affordable construction and demolition (C&D) waste disposal for the public and City of Wichita cleanup crews. The continued operation of the C&D Landfill is vital to maintain the cleanliness and vitality of the city.

Legal Considerations: The original agreement, and therefore this extension has been approved by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the five-year extension with Herzog Environmental, Inc., to operate the Brooks C&D Landfill.

Attachments: Copy of the original agreement with Herzog Environmental, Inc.

Agenda Item No. 14.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0786

TO: Mayor and City Council

SUBJECT: Abengoa Bioenergy of Kansas Non-Potable Water Supply Line/Design-Build

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project as a design-build.

Background: On July 18, 2006, City Council approved an Agreement to sell non-potable water to Abengoa Bioenergy of Kansas. The water will be for a proposed ethanol plant in the vicinity of Colwich. To operate the plant, Abengoa will require a reliable water source capable of supplying approximately 1.7 million gallons of water daily to the facility. Discussions between the City and Abengoa regarding requirements, in term of quantity and quality, determined that the best source would be the raw water transmission line from Cheney Reservoir.

Analysis: Water from the Cheney non-potable water supply line to the treatment plant is the best and most economical option for supplying water to the Abengoa facility. Approximately 4.8 miles of 16-inch pipeline are proposed from the raw water transmission line to the facility. Metering facilities will also be required for the project.

Financial Considerations: The projected cost for the 16-inch pipeline and all appurtenances is estimated at \$3 million. Abengoa will contribute one-half of the capital to construct the facilities, up to a maximum of \$1.5 million. The Water Utilities' share is approximately \$1.5 million and will be funded from CIP W-65, Unidentified Water Mains. The project will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project addresses the Economic Development goal by supplying non-potable water to an ethanol facility. \$176,000,000 will be invested in the plant, and the metropolitan area will see an impact of additional jobs. Abengoa projects that 55 direct permanent jobs and 155 indirect permanent jobs will result from the facility.

Legal Considerations: Charter Ordinance No. 111 requires City Council approval for a design-build project prior to issuing Requests for Proposals.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project as a design-build; 2) authorize Staff to proceed with Request for Proposals; and 3) authorize the necessary signatures.

Attachments: There are no attachments.

Agenda Item No.16.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0787

TO: Mayor and City Council

SUBJECT: Continuance of Public Hearing on the Establishment of a Redevelopment District (Tax Increment Financing) for the Douglas and Hillside Redevelopment Project (District II)

INITIATED BY: City Manager's Office

AGENDA: Unfinished Business

Recommendation: Close the public hearing and take appropriate action.

Background: On July 11, 2006, the City Council opened a public hearing to consider the establishment of a redevelopment district in the area of Douglas & Hillside, to be known as the Douglas & Hillside Redevelopment District, for the purpose of facilitating the use of tax increment financing. The City Council voted to continue the public hearing until August 1, 2006, to allow time for the developer to submit additional financial information showing the need for public funding assistance in order to undertake the proposed redevelopment project.

Analysis: The area proposed for redevelopment is bounded on the south by Douglas Avenue, on the west by Hillside Avenue, on the north by First Street and includes property parcels adjacent to the east of Rutan Avenue, as shown on the map attached to the attached ordinance. This is an area that qualifies as a "conservation area" under the state TIF statutes, in that most of the buildings in the area were built well over 35 years ago, and there are excessive vacancies, building abandonment and signs of dilapidation, obsolescence or deterioration. The area was the site of the original Wichita Clinic Building, which has recently been demolished. In 1988, the building was purchased by the State of Kansas and served as the regional office of the Kansas Department of Social and Rehabilitative Services (SRS). In 1995, the building and adjacent parking lots were purchased by the City of Wichita and Sedgwick County as part of the project to consolidate state agencies into the former Dillard's Building in downtown Wichita. It was sold to Rusty Eck and has remained vacant since 1995.

A local real estate development company, Loveland Properties L.L.C., proposes to purchase the former Clinic/SRS site and other property within the proposed redevelopment district and construct a mixed-use commercial development. The general plan for redevelopment calls for

construction of a high-rise residential condominium building with an attached parking structure, several brownstone-type condominium town homes, a public pocket park, public parking facilities and a commercial retail building located at Douglas and Rutan. Tax increment financing would be used to pay for eligible redevelopment costs, which include (without limitation) land acquisition, demolition, site preparation, utilities, landscaping, paving, and public infrastructure.

Tax increment financing (TIF) allows the increased property tax revenue that results from the redevelopment of under-utilized property to be reinvested in the redevelopment. When a TIF district is established and a redevelopment plan is adopted by City Council, the increased tax revenue is set aside by the County Treasurer and can be used by the City to repay bonds issued to finance eligible improvements that are specified in the redevelopment plan and allowed under state law. Such improvements can be financed with TIF bonds or on a pay-as-you-go basis.

A TIF review team, consisting of staff from the City, County and USD 259 have met with the developer to examine the preliminary details of the proposed redevelopment project and consider whether the project either needs or merits public funding assistance. The developer has given firm assurances that he is not prepared to pursue the project further without the possibility of obtaining public funding assistance through TIF. He asserts that the high cost of land adjacent to the Rusty Eck property, which is necessary for successful completion of the project, cannot be supported by the anticipated cash flows generated by the project. That, and other factors such as rising construction costs and interest rates make this project especially risky. The developer has agreed to develop a financial analysis that clearly demonstrates the need for public funding, and to provide the information to staff prior to the continuance of the public hearing on August 1st.

The Board of County Commissioners and the Board of Education for USD 259 will have 30 days following the closing of the public hearing to determine whether establishment of the district will have an adverse impact on them, effectively precluding the use of tax increment financing. If the County and School District approve, or take no action in that time, the tax increment financing district will be established.

It will still be up to the City Council to approve the ultimate use of tax increment financing by adopting a redevelopment plan for the Douglas and Hillside Redevelopment District that includes tax increment financing. Once a redevelopment plan is adopted and sent to the County Clerk, the tax increment revenue generated by redevelopment will be set aside and deposited into a special fund for its prescribed use. TIF revenue will continue to be set aside in this way until all TIF-financed improvements have been paid, including the retirement of any TIF bonds.

Financial Considerations: The establishment of a redevelopment district will facilitate the use of tax increment financing to pay the cost of a portion of public improvements constructed in conjunction with the proposed Douglas and Hillside redevelopment project. Only if the project is approved, a redevelopment plan adopted, and the specific improvements authorized by Council action, will the tax increment revenues generated in the district will actually be utilized.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted areas, and declining areas, are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The ordinance establishing the redevelopment district has been reviewed by the City's Law Department and approved as to form. The City Council may amend the proposed boundaries to reduce the size of the redevelopment district at the time of adoption of the ordinance.

Recommendations/Actions: It is recommended that the City Council close the public hearing and either: 1) place on first reading the ordinance establishing a redevelopment district for the Douglas and Hillside area, or 2) deny the request to establish the redevelopment district.

Agenda Item No. 17.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0788

TO: Mayor and City Council

SUBJECT: Contract-MidAmerican Minority Business Development Council

INITIATED BY: Finance Department

AGENDA: Unfinished Business

Recommendation: Approve the contract.

Background: Staff presented at the July 11, 2006 City Council meeting to approve the contract with MidAmerican Minority Business Development Council in the amount of \$30,000 for economic development services on the new business agenda. City Council deferred this action to request from the Supplier Diversity Task Team their recommendation and seek any input or suggestions they may offer. Staff met with the Supplier Diversity Task Team at their 2nd Quarterly 2006 meeting on Monday, July 17, 2006. The seven task team members present at the meeting; recommendation for the City Council is to approve the contract with MidAmerican Minority Business Development Council. MAMBDC will provide programs and events, along with networking opportunities to target minority business growth. The majority of their programs and events are open to all small, minority or women-owned businesses for a small nominal fee. National certification will be available to minority owned companies for a fee. Staff has developed the necessary contractual documents and performance measurements, which will include the City of Wichita a corporate 2007 membership.

Analysis: The MidAmerican Minority Business Development Council (MAMBDC) is a non-profit organization that was created in 1983 (formerly the Minority Supplier Council). Its mission statement is to promote and enhance minority owned business enterprises by increasing business opportunities and access to mainstream markets. The intent of the organization is to grow the number, capacity and average gross receipts of minority business through linkages with majority businesses.

A contract has been negotiated with the MAMBDC, which establishes performance measures and performance outcomes and a 2007 corporate membership. MAMBDC 2006 performance measures and performance outcomes are attached in Exhibit B. Small, minority-owned and

women-owned businesses would be served under the contract. The contract term is August 1, 2006 to July 31, 2007.

Financial Considerations: The contract amount is \$30,000 and funding is appropriated in the 2006-adopted budget.

Goal Impact: Promote Economic Vitality and Affordable Living goal by MAMBDC is to grow the number, capacity and average gross receipts of minority businesses through linkages with majority businesses.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the Mayor to sign.

CONTRACT for Economic Development Services

THIS CONTRACT entered into this 1st day of August, 2006, by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY", and MidAmerica Minority Business Development Council, a Kansas not-for-profit corporation, 350 W Douglas Ave., Wichita, Kansas 67201, Telephone Number (316) 268-1154 hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY wishes to make available certain Economic Development Services to improve economic viability and opportunities for disadvantaged Minority businesses; and

WHEREAS, CONTRACTOR is a non-profit organization established in 1983 (formerly The Minority Supplier Council), and its mission is to increase procurement and other business development opportunities between minority and majority businesses in Wichita and Sedgwick County. One of its primary goals is to encourage purchasing from minority firms and improve opportunities for minority-owned businesses with Wichita and Sedgwick County; and is ready, willing, and able to provide the economic development services required by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. CONTRACTOR shall provide to the CITY all those Economic Development Services described in Exhibit B, which is incorporated herein by this reference the same as if it were fully set forth.

2. Compensation. CITY agrees to pay to CONTRACTOR thirty thousand dollars (\$30,000) for 2006 for supplementing its programs and services in the Wichita area; funding is in the adopted budget for these economic development services that will be performed as described in Exhibit B and as approved by the City Council on August 1, 2006. CONTRACTOR agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

3. Term. The term of this contract shall be for a one-year period August 1, 2006 through July 31, 2007. This contract is subject to cancellation by the CITY, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to CONTRACTOR.

4. Indemnification and Insurance.

a. CONTRACTOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONTRACTOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

5. Independent Contractor. The relationship of the CONTRACTOR to the CITY will be that of an independent contractor. No employee or agent of the CONTRACTOR shall be considered an employee of the CITY.

6. Compliance with Laws. CONTRACTOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the CONTRACTOR under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

8. Non-Discrimination. CONTRACTOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or CONTRACTOR represents the he or she is duly authorized by the contractor or CONTRACTOR to execute this contract, and that the contractor or CONTRACTOR has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Carlos Mayans

Patsy Eichacker

Deputy City Clerk Mayor

APPROVED AS TO FORM:

MidAmerica Minority Business Development Council
(Title-President or Corporate Officer)

Gary E. Rebenstorf

Director of Law

EXHIBIT A

REVISED NON DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following
Non Discrimination Equal Employment Opportunity/Affirmative Action Program
Requirements:

A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non Discrimination Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty five (45) day period from the Federal agency involved.

EXHIBIT B ECONOMIC DEVELOPMENT SERVICES Conditions, Goals and Objectives

The parties agree to the following additional terms of this Agreement:

A. GENERAL CONDITIONS. It is mutually understood by both parties that the purpose of this contract is to pay for staff salaries, insurance, taxes, office utilities, and other operating expenses associated with providing consultations, seminars and other services to local small businesses to help develop and grow these businesses.

1. MAMBDC will maintain a staffed office in Wichita that is accessible to all residents.

2. It is mutually agreed by and between City of Wichita and MAMBDC that this contract will be evaluated by City of Wichita in terms of whether MAMBDC has attained the stated goals and objectives.

3. The Vice President of MAMBDC shall immediately provide City of Wichita written notice if it is unable to meet the objectives stated in this agreement.

4. MAMBDC will provide the City of Wichita with a 2007 corporate membership.

B. MAMBDC PERFORMANCE GOALS AND OBJECTIVES. MAMBDC mission is “To increase procurement and other business development opportunities between minority and majority businesses.

Performance Objective #1

TRAINING PROGRAMS AND INCREASED CONTRACTS

Buyer/Supplier Forum Builds Entrepreneurship — Minority business owners and corporate buyers come together to learn how to develop environments for growth. In a half-day format, local and national experts deliver practical steps to achieving business growth and strategies for value added products and services to majority corporations. The Buyer/Supplier Forums are open to member corporations and minority business owners certified by MAMBDC.

Goals

- § Provide four (4) Buyer/Supplier Forums per year.
- § More bidding opportunities for our members
- § Insight on how to do business with the City of Wichita
- § Provide opportunities to meet buyers
- § Determine if additional jobs were formed
- § Determine revenue growth of Minority Companies

Corporate Roundtable Brings Best Practices in Supplier Diversity — The Council is committed to provide its corporate member representatives with value-added professional development opportunities in the field of supplier diversity. Training and development are prominent and every effort is made to ensure that selected topics address changing market trends and current issues affecting minority business development. Training focuses on how to implement best practices with an emphasis on benchmarking and improving company-wide performance. The Corporate Roundtable is open to MAMBDC member corporations.

Goals

- § Provide four (4) Corporate Roundtables per year
- § Target five (5) major corporations
- § Provide regional and national speakers
- § Provide on-site follow-up training
- § Provide Benchmarking
- § Assist corporations in creating supplier diversity goals
- § Assistance in designing a supplier diversity program

MAMBDC Market Place — Business-to-Business Marketplace is designed to promote business transactions between MAMBDC Corporate members and certified minority business enterprises. This unique format matches open contracts with minority suppliers and delivers direct access to corporate buyers and end users.

Goals

- § MAMBDC will provide two (2) Market Places per year
- § Opportunity to network with buyers
- § Understand how a corporation/governmental agency does business/what's forecasted
- § Provide opportunity for MBE'S based on corporate/government opportunities

Educational Programs — In addition to the Buyer/Supplier Forums, Market Places and the many other partnering educational resources, MAMBDC provides scholarship opportunities to attend the Kellogg and Tuck Schools of Business.

Kellogg Advanced Management Education Program — Held on the campus of Northwestern University in Chicago, the NMSDC Advanced Management Education Program is designed for minority men and women CEO's and/or owners, who are NMSDC certified, have demonstrated sustained levels of solid performance and are ready and interested in accelerating their growth. The program is designed to address the issues and goals of the business owner and to equip them with the tools and skills needed to achieve and sustain accelerated growth. This four-day management program is unique in that it helps to prepare high-potential MBE's to achieve the next level of business success.

Businesses should be at least three years old, with a sales of over \$3 million for manufacturing and distribution firms and at least 1\$ million for service firms. Firms must also be recommended by an NMSDC National Corporate Member or a local member in conjunction with the local council to be considered.

Tuck Advanced Minority Business Executive Program — The Tuck Advanced Minority Business Executive Program is held on the campus of Dartmouth College in Hanover, NH.

The program is designed for owners and high-potential minority companies who have 5 to 10 years of senior management experience or have acquired equivalent business education and want to build on their current knowledge and experience to grow their business. Additionally annual sales must be at least \$300,000.

Goals

- § MAMBDC will look for opportunities to send at least one (1) MBE to Kellogg or Tuck as they qualify according to the criteria set forth by each educational institution.
- § MAMBDC will also seek to have one governmental agency or corporation sponsor another MBE

Performance Objective #2

NETWORKING

Events Build Business Relationships — One of the greatest rewards of MAMBDC is the knowledge that their members and certified MBE's have made a valuable contribution and that their efforts are appreciated. The council firmly believes that excellence deserves its rewards and that the members know how much they are valued.

Annual Awards Luncheon or Dinner - MAMBDC's premier awards event, typically attracting more than 500 members, MBE's and invited guests. Each year the MAMBDC honors the achievements of corporate members and their representatives who have exhibited outstanding effort, excelled in the implementation of MBE programs, and promoted minority business development during the year. MAMBDC's top performing minority suppliers are also honored for their outstanding accomplishments, and recognized for setting the standard and paving the way for their peers. The pride, satisfaction and sometimes awe of the honorees are most evident when their colleagues and peers salute them with standing ovations for their pursuit and achievement of excellence.

Goals

- § MAMBDC will provide an Annual Awards Luncheon or Dinner each year in Wichita
- § Provide networking opportunities for MBE'S, corporations, and governmental agencies

Golf Outing — What a great combination — playing golf at the height of the fall color while meeting and relaxing with new business contacts. The Annual Golf Outing is a perfect way to blend doing business and having fun! Non-golfers can enjoy the networking benefits as well by attending the golf luncheon.

Goal

- MAMBDC will provide an Annual Golf Outing each year.
- Provide one on one with Decision Makers to start building relationships

Performance Objective #3

MINORITY BUSINESS ENTERPRISE INPUT COMMITTEE

The Minority Business Enterprise Input Committee (MBEIC) is a group of certified minority business enterprise representatives, who provide counsel and recommendations so that programs and projects implemented by MAMBDC are relevant and supportive of minority business development.

All members should be among the most proactive and committed suppliers in each local area. MAMBDC staff members are the ex-officio members and attend MBEIC meetings as required.

Goal

- The Committee will meet a minimum of four (4) times per year.
- Provide MBE's an opportunity to input into the strategies of the council
- Foster MBE to MBE sales, networking and partnering

In addition to the foregoing proposal, MAMBDC will offer an appointment of Ex-Officio to the Chief City Executive Officer to the Board of Directors.

Performance Objective #4

Obtaining Funds

The Business Consortium Fund, Inc.

The Business Consortium Fund, Inc. (BCF) is a minority business development company of the National Minority Supplier Development Council (NMSDC). The BCF is a loan fund that provides affordable funds to certified minority vendors for the purpose of financing transactions with member corporations of the National Minority Supplier Development Council, Inc., and its affiliated Regional Minority Purchasing Councils. These minority-owned businesses are generally unable to obtain working capital through traditional lending sources.

To achieve its objectives, BCF makes loans in amounts up to \$375,000 at 100 percent of the prevailing prime rate through loan participation agreements with Certified Bank Lenders. Certified Bank Lenders charge 130 percent of the prevailing prime rate on their share of the loan and have sole responsibility for making the credit decisions.

C. METHOD OF BILLING AND PAYMENT.

1. MAMBDC agrees that billings and payments under this contract shall be processed in accordance with the established budgeting, purchasing and accounting procedures of City of Wichita, Kansas.
2. MAMBDC will submit (2) two \$15,000 invoices to the City of Wichita Economic Development Division, separate for costs agreed upon under this agreement one in July 2006 and January 2007. The initial 2006 invoice will be submitted upon execution of this contract by the City of Wichita and MAMBDC.
3. MAMBDC will attach a report and summary of activities toward the fulfillment of their goals and objectives to the semi-annual invoices.

4. Should a dispute arise regarding a claim or expenditure, the amount of the claim or expenditure shall be placed in trust pending the resolution of the dispute; all remaining claims shall be paid in a timely and reasonable manner, in accordance with the agreement.

Agenda Item No.18.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0789

TO: Mayor and City Council Members

SUBJECT: Petition to pave Gouverneur and Osie Circle south of Harry (District III)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition will represent 3 of 8 (37.5%) resident owners and 83% of the improvement district area. One of the tracts in the improvement district is owned by the City of Wichita. District III Advisory Board sponsored a June 7, 2006, neighborhood hearing on the project. The Board voted 6-4 to recommend approval of the project.

Analysis: The project will provide paved access to a developed commercial area located south of Harry, west of Rock. The City owned tract is the site of a water booster station.

Financial Considerations: The estimated project cost is \$275,000 with the total assessed to the improvement district. The method of assessment is the fractional basis. The estimated assessment to individual properties is \$00.24 per square foot of ownership. The City's share of the project is \$212,065. The funding source for the City share is the Water Utility.

Goal Impact: This project will address the Efficient Infrastructure goal by providing paving improvements for commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, authorize the Mayor to sign the petition on behalf of the City of Wichita, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 19.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0790

TO: Mayor and City Council Members

SUBJECT: Wichita Art Museum Improvements (District VI)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the contract amendment.

Background: The Wichita Art Museum (WAM) is a facility that has been constructed over the years through a series of additions to the small building that originally occupied the site.

Stains on the ceiling and upper walls of the rotunda below the penthouse indicate water leaks which constitute a threat to the safety of the art work displayed in that area.

On November 15, 2005, Council approved a project and the selection of Schaefer Johnson Cox Frey (SJCF) to conduct a thorough investigation of all the potential sources of the leaks and to arrive at a schematic plan and budget for resolving the problems.

Analysis: The architects' analysis determined that the cause of the water stains was leakage from a defective and outdated steam humidification system in the mechanical equipment penthouse located on the roof above. Steam had condensed in the ductwork and air handling units, causing corrosion that opened holes in the metal and allowed the condensate to drip onto the floor. This water then seeped through the 30 year old floor covering, creating the stains on the ceiling and walls below. The architects also determined that the penthouse structure needs to be modified and an adjacent roof needs to be replaced due to their potential for causing additional leakage. While work is taking place to eliminate the current and potential future water leaks, the architects recommended that the emergency power system be updated as well. Following their analysis, SJCF presented two options for performing the recommended repairs.

Option One: Remove the old Multi-Zone Air Handling Units (MZU's), and install new MZU's along with new ductwork and a modern humidification system. To remove and replace the MZU's, a large portion of the penthouse structure would have to be removed to provide access, thus exposing the interior of the Museum to the outside elements for a number of days. Under this plan, the existing bituminous flooring would be also removed, and a new waterproof membrane would be installed on the floor. Roofing, siding, insulation, and emergency power deficiencies would also be addressed. This option is estimated at \$1,340,649.

Option Two: Refurbish the existing MZU's in-place by repairing the corroded areas on the metal cabinets and installing all new interior components. This would be less expensive than buying new MZU's but would be of equal quality, and it would eliminate the need to remove a portion of the penthouse for access. New ductwork and a modern humidification system would be installed just as in Option One. Also, instead of installing a totally new membrane on the floor, the existing bituminous flooring would remain in place and be repaired with a new traffic coating applied to the surface. In addition, a waterproof membrane would also be placed under the MZU's to complete the floor repair. Roofing, siding, insulation, and emergency power deficiencies would also be addressed the same as in Option 1. This option is estimated at \$998,813.

Staff has determined that Option Two is the preferred choice. It will provide equal results to Option One without exposing the mechanical room to the exterior. All components of the building envelope remain in place keeping the building weather tight and secure during all phases of the work.

A contract amendment has been negotiated with SJCF to provide complete design, architectural, mechanical, electrical, structural engineering and related services for completion of the project described as Option Two at a single stipulated lump sum fee including reimbursable expenses of ninety-nine thousand dollars (\$99,000.00) which shall constitute complete compensation for their services through construction.

Financial Considerations: The approved 2005-2014 Capital Improvement Program (CIP) includes \$15,000 in 2006 and \$150,000 in 2007 for a total of \$165,000 for the WAM project (Project No. 435416, OCA 792484).

On October 18, 2005, Council approved the allocation of \$2.25 million in CIP Planned Savings for use in making capital repairs to City facilities. Repairs would primarily consist of major mechanical and structural. Repair to the air handling system at the Art Museum was listed as a potential example of projects to be funded from this money. Based on the estimated construction cost for Option Two, architectural/engineering fees, finance charges and other miscellaneous expenses we would need to use approximately \$953,000 from the CIP Planned Savings Project.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing needed maintenance of a City Building.

Legal Considerations: The Law Department has approved the Contract Amendment as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Contract Amendment, the use of the CIP Planned Savings Project and authorized the necessary signatures.

Attachments: Contract Amendment

Agenda Item No. 20.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0791

TO: Mayor and City Council Members

SUBJECT: Resolution of the Governing Body of the City of Wichita Supporting Wichita State University, The Kansas Board of Regents, and the University President Regarding Whether the University should have a Football Program.

INITIATED BY: City Council

AGENDA: Unfinished Business

Recommendation: Adopt the Resolution.

Background: At the City Council meeting of July 11, 2006, the City Council directed that the City Attorney draft a resolution that the City Council take a non interference approach regarding whether Wichita State University should have a football program. The City Attorney was also directed to draft language for the resolution to reflect five separate concepts.

Analysis: The attached Resolution reflects the direction of the City Council as to the policy decision and five concepts approved by the City Council regarding the Wichita State University football program issue.

Financial Considerations: None.

Legal Considerations: The Resolution has been drafted and approved as to form by the Law Department.

Recommendations/Actions: Adopt the Resolution.

RESOLUTION No.

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA SUPPORTING WICHITA STATE UNIVERSITY, THE KANSAS BOARD OF REGENTS AND THE UNIVERSITY PRESIDENT REGARDING WHETHER THE UNIVERSITY SHOULD HAVE A FOOTBALL PROGRAM

WHEREAS, the Governing Body of the City of Wichita recognizes that a football program is a worthy activity for Wichita State University to consider; and

WHEREAS, the Governing Body of the City of Wichita acknowledges that, as a governmental entity, it should not be involved in the decision or demand that Wichita State University have a football program; and

WHEREAS,, the Governing Body of the City of Wichita further acknowledges that the WSU mil levy is appropriately administered by Wichita State University: and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA THAT;

The governing body of the City of Wichita, Kansas hereby recognizes and supports the authority of the Wichita State University President and the Kansas Board of Regents to determine whether the university should have a football program and it is their decision alone.

Further, although a football program is a worthy idea, the governing body of the City of Wichita, Kansas hereby acknowledges that it has no role and will not assume any role in deciding whether Wichita State University should have a football program.

Further, that no member of the governing body of the City of Wichita, Kansas or member of the organization of the City of Wichita is authorized to speak on the City Council's behalf contrary to this policy of non interference as it pertains to whether or not Wichita State University pursues a football program or utilizes its tax dollars to fund the program.

Further, the governing body of the City of Wichita, Kansas hereby expresses support for the President of the University and the Kansas Board of Regents for their budget allocations of the Wichita State University mill levy.

Further, the governing body of the City of Wichita hereby declares that it will not expend any tax dollars, from whatever source, nor authorize City elected officials, City management, City staff or any other City resources to influence the decision regarding a football program at Wichita State University.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this _____ day of _____, 2006.

Carlos Mayans, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf

Director of Law and City Attorney

Agenda Item No. 21.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0792

TO: Mayor and City Council

SUBJECT: Ralph Wulz Riverside Tennis Center Improvements, District VI

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Authorize initiation of the project.

Background: The Ralph Wulz Riverside Tennis Center is a premier tennis center and has hosted numerous local and regional tennis events. The City Council has authorized previous court renovations, improvements to the pro shop, installation of signage and landscaping, and new bleachers.

Additionally, Capital Improvement Program (CIP) funds over the past several years has allowed for the replacement of numerous deteriorating asphalt tennis courts with post-tension courts. The facility is in need of replacing four sub-standard courts with post-tension concrete, new fencing, and lighting.

The Park and Recreation Department staff will seek citizen input on the renovation design concepts with the Riverside Citizen Association, the District Advisory Board (DAB), and the Park Board members for their comments and feedback on this capital improvement project.

Analysis: The vision for the tennis center is to create year-round tennis opportunities for the citizens of Wichita.

Staff seeks authorization for replacement of the four courts with three post-tension concrete courts and authorization for a design/build agreement to enclose the three courts with an inflatable dome. The 2007 Park CIP includes funding for tennis court repairs and replacements. The City has also been awarded an EDI-Special Project HUD Grant No. B-01-SP-KS-0211 of \$429,054 for recreation projects and this grant funding has to be obligated and committed by September 30, 2006.

Financial Considerations: The 2007 Park CIP includes \$220,000 for athletic court repair, removal and/or construction. The funding source is general obligation bonds. Additionally, staff seeks approval to also use the HUD grant of \$429,054.

Goal Impact: This project will impact the Quality of Life Goal by providing citizens a quality tennis facility. The improved courts and enclosure will provide on-going recreational and competitive activities, leagues, and tournament play for Wichita citizens and visitors to enjoy.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendations/Actions: It is recommended that the City Council 1) authorize initiation of the project, 2) adopt the bonding resolution, and 3) authorize all necessary signatures.

Attachments: Bonding Resolution

Agenda Item No. 22.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No.06-0793

TO: Mayor and City Council

SUBJECT: Management Services for Wichita Ice Center (District IV).

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the contract.

Background: The Wichita Ice Center was built in 1996 to fill the need for an ice rink in the Wichita area. Since its inception, the facility has provided skating lessons, figure skating, hockey (youth and adult), leisure skating and many other ice related sports and recreation activities. The City of Wichita severed its management agreement with the original developer, Canlan Ice Sports, in July 2005 and initiated a Request for Proposals for management services for the Ice Center. The facility has been under the supervision of the Department of Park and Recreation since August 2005.

The City Council, on January 10, 2006 selected Rink Management Services Corporation (RMSC) as the preferred management company and authorized staff to negotiate a contract with this firm. RMSC is the largest operator of ice skating facilities in North America, managing over 20 facilities. RMSC has a strong history of community involvement and working with groups and organizations to build support and increase participation.

Analysis: The contract negotiated with RMSC will allow the City to gain from the experience and expertise available from an industry leader, while preserving its option to operate the Ice Center directly in the future. To this end, the contract with Rink Management calls for the sharing with City staff of detailed marketing plans, second floor utilization plans, and capital improvement plans not required of Canlan. This contract also improves on the Canlan agreement by setting an initial term limited to three years, a two year requirement to reach sustained profitability, a stop-loss provision that allows termination if the financial safety net is breached, a finite annual management fee, and incentive pay based on weighted factors of cost recovery, customer satisfaction and attendance growth. Incentive pay will only be paid from net profit. The contract is focused to deliver both improved return on financial investment and perceived enhancement to quality of life for the public.

Financial Considerations: The contract calls for a management fee of \$50,000 annually, paid in monthly installments, with an additional potential incentive fees up to \$20,000 from net profits should performance goals (as defined in the agreement) be met. The management fee is for services provided by the company to manage the facility and does not include personnel costs. Those costs are reflected in the operating budget. The source of funding is the Ice Center budget. The contract sets up an initial financial

safety net of \$100,000 funded from current operation reserves.

Goal Impact: This agreement will impact the Quality of Life Goal. In providing high quality, diverse, ice related activities and sports; the facility will offer to the citizens an opportunity to participate in activities beyond the traditional sports of baseball/softball, football and basketball.

Legal Considerations: The Law Department negotiated the agreement with RMSC and has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Agenda Item No. 23.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0794

TO: Mayor and City Council

SUBJECT: CUP2006-24 Associated with ZON2006-25 – Create DP-299 Northgate Commercial Park Community Unit Plan; zone change to “LC” Limited Commercial. Generally located northeast of the intersection of Meridian and 53rd Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

MAPC Recommendations: Approve, subject to conditions (10-1).

MAPD Staff Recommendations: Approve, subject to conditions.

DAB Recommendations: Deny (5-3-1).

Background: The applicant proposes to create a commercial Community Unit Plan (CUP) containing approximately 79.60 net acres located north and west of the intersection of Meridian and 53rd Street North. As part of the application, a zone change from “SF-20” Single-family Residential to “LC” Limited Commercial on approximately 77.4 acres is also requested. A 2.2-acre tract located nearest the intersection is already zoned “LC” and was platted in 1983 as the Maize State Bank Addition.

The site includes 27 acres that was previously denied a similar application by the City Council in 2005. The “Unified Zoning Code” prohibits the re-filing of a similar application within one year unless there has been some change in the code, change in the application area or if the application is significantly different from the original request. The Metropolitan Area Planning Commission (MAPC) reviewed the current application, and determined that this request is significantly different from the previous request.

The proposed CUP would allow most uses permitted by-right in the “LC” district. Parcels 1, 2 and 3 contain 25.88 acres. Proposed prohibited uses for Parcels 1, 2 and 3 are: night club in the city, sexually oriented business, correctional placement residences, safety service, pawn shop, agricultural sales and service, commercial wireless communication facility, theatre and tavern and drinking establishment. Parcel 1 is 23.04 acres in size while Parcels 2 and 3 are 1.42 acres apiece. These three parcels would allow a total of 338,151 square feet of maximum gross floor area. Specific signage is proposed for these three parcels: Parcel 1 - Three ground signs are permitted, two of which are monument style, up to 30 feet in height and up to 148.33 square feet each. A TLE sign is also permitted, not exceeding 20 feet in height and 32 square feet in size. Building signage of up to 666.24 square feet is proposed. Parcel 2 and 3 signage is not to exceed 20 feet in height and 150 square feet in area, subject to the City’s sign code.

All ground signage is to be spaced 150 feet apart. Three access points from Meridian and one from 53rd Street are proposed to Parcel 1. Parcels 2 and 3 would each have one access point from 53rd Street.

Proposed prohibited uses for Parcels 4-15 include: adult entertainment establishments, The applicant proposes to create a commercial Community Unit Plan (CUP) containing approximately 79.60 net acres located north and west of the intersection of Meridian and 53rd Street North. As part of the application, a zone change from "SF-20" Single-family Residential to "LC" Limited Commercial on approximately 77.4 acres is also requested. A 2.2-acre tract located nearest the intersection is already zoned "LC" and was platted in 1983 as the Maize State Bank Addition.

Analysis: A neighborhood meeting was held at the Law Enforcement Training Center. Over 300 people attended. The applicants provided an overview of their proposal, and citizens were given an opportunity to ask questions and make comments. Comments supporting and opposing the request were made. In general, those in opposition questioned the scale of the project as being too large; the impact traffic would have on existing residential areas; big box uses would drive out locally owned businesses and concern regarding drainage and groundwater pollution. Comments in favor of the project noted that the area did not have any nearby shopping areas that offered a variety of uses like the one proposed, and it would provide jobs.

At the District VI Advisory Board meeting held June 5, 2006, the board voted (5-3-1) to deny the request based upon traffic and environmental concerns. Five citizens spoke in opposition. See the attached memorandum detailing comments made at the DAB VI meeting. One of the issues affecting how one DAB member voted dealt with traffic improvements, particularly the number of access points. The applicants agreed to meet with the DAB member and discuss his traffic concerns.

At the MAPC meeting held June 15, 2006, they voted (10-1) to approve the request subject to staff's findings and recommendations. Three citizens were present to speak on the proposal. Two citizens spoke in opposition citing drainage, scale of the project, traffic and lighting concerns. During the meeting the applicant offered to install raised medial(s) in the middle of 53rd Street instead of having the ones that can be driven over, and when traffic is warranted, R & R Reality will pay for a traffic signal at Keywest and Meridian. These proposals were aimed at addressing the DAB member's traffic concerns. The MAPC recommendation did not include these requirements. If it is the Council's desire to approve this request, and to include these two requirements as one of the conditions of approval, the Council will need to add them to the conditions of approval.

The department has not received any formal protest letters.

On July 18, 2006, the Wichita City Council considered this request, and voted 4-3 to defer action on the application for two weeks (to the August 1, 2006 meeting).

The MAPC recommendation is that the application be APPROVED subject to platting within one year and subject to the following conditions:

- A. APPROVE the zone change (ZON2006-25) to LC Limited Commercial subject to platting of the entire property within one year;
- B. APPROVE the Community Unit Plan (DP-299), subject to the following conditions:
 - a. Guarantee signalization at the 54th Street and Meridian intersection.
 - b. Guarantee a southbound right-turn lane and a fifth lane on Meridian from 54th to 53rd to allow left-turns.

- c. Guarantee the relocation of the existing signal to accommodate street improvements at the 53rd and Meridian intersection.
- d. Dedicate additional right-of-way along 53rd Street sufficient to meet the 60-foot half-street standard.
- e. Guarantee future signalization at major openings on 53rd Street when warrants are met.
- f. Guarantee a fifth lane along 53rd Street from driveway opening number three east to Meridian.
- g. Guarantee dual left-turn lanes on the west and south legs of the intersection of 53rd and Meridian, and provide separate right-turn lanes on all approaches.
- h. Provide cross lot circulation between all abutting parcels except Parcels 1, 13 and 14, and connect individual parcels to internal circulation drives.
- i. The site shall be developed in substantial conformance to the approved community unit plan's site plan, general provisions and individual parcel standards.
- j. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
- k. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
- l. The resolution establishing the zone change shall not be published until the plat has been recorded with the Register of Deeds. Failure to complete the plat within one year after approval by the governing body will result in the case being denied and closed, unless a platting extension has been granted.
- m. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-299) includes special conditions for development on this property.
- n. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.
- o. Delete reference to "group homes" in general provisions for lots 4-15, item 18, and add the word "plant" after "asphalt/concrete". On item 13 A. the reference to "south" should be "north."

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year and approve the CUP; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Agenda Item No. 24.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0795

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On June 20, 2006 a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted resolutions providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on August 1, 2006.

Analysis: On June 5, 2006 the Board of Code Standards and Appeals (BCSA) held a hearing on five (5) properties. These properties are listed below:

	Property Address	Council District
a.	1255 North Poplar	I
b.	1258 North Green	I
c.	1718 North Green	I
d.	2145 East Shadybrook	I
e.	1626 North Oliver	I

Detailed information/analysis concerning these properties are included in the attachments.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on June 22, 2006, and June 29, 2006. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the

resolutions declaring the buildings dangerous and unsafe structures, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structures would be contingent on the following: (1) All taxes have been paid to date, as of August 1, 2006; (2) the structures have been secured as of August 1, 2006 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of August 1, 2006 and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case Summary, Summary, and Follow-Up History.

Agenda Item No. 25.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0796

TO: Mayor and City Council
SUBJECT: Public Comment on the 2007 Annual Operating Budget
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendations: Hold a public hearing and receive public comment.

Background: On July 18, 2006, the City Manager presented his Proposed 2007/2008 Budget.

Analysis: The proposed 2007 annual operating budget is \$485,102,402 – including all Tax Increment Financing (TIF) Funds and the Self-Supporting Municipal Improvement District (SSMID) Fund. Interfund transactions and appropriated reserves increase this amount to \$582,537,352. The inclusion of expendable trust funds, as required by law, is an additional \$59,752,780 for a total of \$642,290,132. The estimated mill levy for this budget would be 31.898 mills, no change from the levy for the current 2006 Adopted Budget. The General Fund property tax levy is \$62,159,930 (including a delinquency allowance) at an estimated 21.828 mills. The levy for the Debt Service Fund is \$28,386,130 (including a delinquency allowance) and is estimated at 10.000 mills.

The proposed budget is available to the public at any City branch library, at Department of Finance offices in City Hall, or on the Internet at www.wichita.gov. In addition, staff has presented the proposed budget to District Advisory Boards, as well as other community groups.

Financial Considerations: On July 18, 2006, the City Council approved the publication of the notice of the maximum dollars that may be expended in each fund, and of a mill levy of 31.898 mills, no change from the current levy, based on the estimated assessed valuation of \$2.838 billion.

Goal Impact: The adoption of the annual budget provides the funding sources for services provided in each of the five goal areas.

Legal Considerations: State statutes require a formal public hearing prior to approval of the annual operating budget and for budget amendments of published funds. This official hearing is scheduled for August 8, 2006, on which date the Council must be adopt the budget to meet the statutory deadline.

Recommendations/Actions: It is recommended that the City Council hold a public hearing and receive public comment.

Agenda Item No. 26.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0797

TO: Mayor and City Council

SUBJECT: Administrative Traffic Court

INITIATED BY: Municipal Court

AGENDA: New Business

Recommendation: Approve first reading of the ordinances.

Background: The Administrative Traffic Court was established in 1997 with the purpose of creating an informal “citizens’ court” and to decrease police overtime for court appearances. This Court has the authority to hear cases and accept pleas for traffic violations. The original concept was that a defendant could waive his/her right to an attorney and have a hearing or trial before a hearing officer/judge without a prosecutor’s participation in the proceedings. The defendant was given an opportunity to tell their side of the story with the police officer that issued the citation there to give their perspective. While a prosecutor could not participate in the hearings, they could review the case prior to the hearing to determine if a plea negotiation was appropriate. The hearing officer/judge would consider the information presented and make a ruling.

Analysis: In 1998 there were 6,822 cases (or 8.7% of the number of citations issued) scheduled on the Administrative Traffic Docket. The number of cases set for the Administrative Traffic Docket has steadily decreased since that time. In the years 2003-2005 a total of 2,700 cases were scheduled on the Administrative Docket. This was 1.2% of all citations issued during this period. Not only have the number of cases decreased, but the original purpose of these proceedings has changed as well. The proceedings are no longer being utilized in the manner in which they were intended, but rather as a forum for the individuals to complain about the Police Department, traffic ordinances and engineering, sign postings, and other perceived problems with City government.

Recently, a meeting was held with representatives from the Police Department, Law Department, and the Court. It was determined that this docket was no longer effective. It was recommended that the applicable ordinances be repealed. If repealed, cases that were previously scheduled for the Administrative Traffic Court would be set to the regular Traffic dockets. Continued efficiencies and cost savings policies to place police officers on call and to contact them prior to trial, giving them 50 minutes to arrive, would remain in place.

Goal Impact: Repealing these ordinances will impact the Safe and Secure Community by providing a

more efficient and effective Court operation.

Financial Considerations: None.

Legal Considerations: The Law Department has drafted and approved the ordinances as to form.

Recommendations/Actions: It is recommended the City Council approve first reading of the Charter Ordinance repealing Charter Ordinance 181 and approve first reading of the ordinance repealing Section 1.04.155 of the Code of the City of Wichita.

Agenda Item No. 27.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0798

TO: Mayor and City Council Members
SUBJECT: 2006 Street Rehabilitation Program (District V)
INITIATED BY: Department of Public Works
AGENDA: Consent

Recommendation: Approve the project.

Background: The 2005-2014 Capital Improvement Program includes ongoing funding to rehabilitate major streets.

Analysis: The 2006 funds will reconstruct 135th St. West, between Maple and Central; and 37th St. North, between Maize and Tyler. The existing pavement is a two-lane asphalt mat road that is failing.

Financial Considerations: The project budget is \$400,000. The funding source is General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing needed maintenance of an arterial street.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project and place the Ordinance on First Reading.

Agenda Item No. 28.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0799

TO: Mayor and City Council Members

SUBJECT: Improvement to the Intersection of Pawnee and McLean (Districts III & IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the revised project budget.

Background: On October 18, 2005, the City Council approved a project to improve the intersection of Pawnee and McLean. The project was to be funded in total by General Obligation bonds. Based on current bid prices, it is doubtful that a construction contract can be awarded within the approved budget. The project includes reconstruction of Pawnee west to Seneca. Federal funds are available for the cost increase. An amending Ordinance has been prepared to revise the project budget.

Analysis: The project will reconstruct the intersection to improve the driving surface and drainage. Traffic signalization will also be improved.

Financial Considerations: The current budget is \$850,000 with the total paid by the City. The funding source for the City share is General Obligation Bonds. The proposed budget is \$1,750,000, with \$850,000 paid by the City and \$900,000 paid by Federal Grants administered by the Kansas Department of Transportation.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Law Department has approved the amending Ordinance as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the revised budget, place the amending Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

Agenda Item No. 29.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0800

TO: Mayor and City Council Members

SUBJECT: Facade Improvement Program (Districts I, III, IV & VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the additional program activity areas, additional funding and revisions to the Program regulations.

Background: On March 21, 2006, as part of approving two facade improvement projects, the City Council asked that the Facade Program be returned on a future agenda to consider expanding the program boundaries and providing additional funding.

The Facade Improvement Program was established on March 20, 2001, as a means to provide low-cost loans to enhance the visual aesthetics in the downtown area and provide an incentive for businesses to improve their property. Low interest, fifteen-year loans are provided to owners of buildings with frontage on Douglas Avenue, between Seneca and Washington. Up to two facades per building can be improved with 25% of the cost up to \$30,000 in the form of a forgivable loan. Buildings of four stories or more do not have the two facade limitation but are not eligible for the forgivable loan. The City Council has waived the regulations for three applications that would otherwise be ineligible because the buildings were not located on Douglas between Seneca and Washington.

Analysis: Since its inception, the Facade Program has been focused on the Douglas corridor in the Downtown and Delano districts. With the increased pace of redevelopment in the downtown area and the creation of neighborhood plans, it is proposed that the Program be expanded to target the commercial corridors listed below and illustrated on the attached map:

Downtown Self Supporting Municipal Improvement District (SSMID)
Center City
Douglas, from Washington to I-135
Delano
21st Redevelopment Area (International Marketplace)
South Central (South Broadway area)
Midtown
McAdams
Central Northeast

In addition, it is proposed that the Program guidelines be modified to permit a conversion of use on a case by case basis. This is in response to the growing interest in residential redevelopment projects in the downtown area.

Financial Considerations: The City Council previously allocated \$350,000 for the forgivable loan component of the program. Twenty projects have been approved to date with forgivable loans totaling \$267,107, leaving \$82,893 available for future projects. An additional \$411,000 is requested to fund a continuation of the program into the expanded area. The funding source is savings from refunded State Office Building bonds and the Learjet Way project. In order to maximize the use of the additional funding, it is proposed that the forgivable loan be reduced from \$15,000 to \$10,000 per facade for buildings with one visible facade.

Goal Impact: This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State Statutes provide the City Council authority to use Special Assessment funding for the projects.

Recommendation/Action: It is recommended that the City Council approve the revised program regulations; expand the activity areas to include the Downtown Self Supporting Municipal Improvement District and commercial corridors within the neighborhood planning areas; and approve additional funding in the amount of \$411,000.

Attachment: Maps, policy document and expenditure spreadsheet.

Agenda Item No. 30.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0801

TO: Mayor and City Council Members

SUBJECT: DR2005-29: Dunbar Theater Redevelopment Feasibility Study (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

Recommendation: Receive and file the report.

Background: The McAdams Neighborhood Revitalization Plan was adopted as an amendment of The Wichita-Sedgwick County Comprehensive Plan in May 2003. Goal 4 of the McAdams Neighborhood Revitalization Plan states, "Redevelop the historic Dunbar Theater area as a visual and performing arts center, and promote the development of community outreach facilities at the Phyllis Wheatley Center." Action Plan 4.1 states, "Confirm community support and undertake a feasibility analysis of community-based, visual and performing arts reuse/redevelopment opportunities associated with the Dunbar Theatre/Turner Drug Store area. Incorporate recognition of the African American heritage of the neighborhood and those McAdams residents who have achieved local, state and national notoriety."

In January 2006, the City of Wichita commissioned a \$35,000 study that was prepared by Hardlines Design Company of Columbus, Ohio; AMS Planning & Research of St. Louis, Missouri; and Professional Engineering Consultants of Wichita, Kansas. The attached Dunbar Theater Redevelopment Feasibility Study Report indicates that redevelopment of the Dunbar Theater would fill an unmet niche in the community for a performing arts venue with approximately 200 seats and also would provide the surrounding neighborhoods a much needed location to host meetings and receptions.

Analysis: On May 22, 2006, the study was presented to about 30 neighborhood leaders from McAdams and surrounding neighborhoods. The neighborhood leaders that attended the meeting expressed support for redevelopment of the Dunbar Theater and the surrounding neighborhood. On July 6, 2006, the study was presented to the Metropolitan Area Planning Commission. Feedback from the MAPC included disagreement with the consultant's recommendation that a redeveloped Dunbar Theater be operated by the City and a concern that funding for the project would be a drain on City funding for other programs.

Financial Considerations: The study estimates that the facility could be redeveloped at an approximate cost of \$1.5 million and that an annual operating subsidy of approximately \$215,000 would be needed to operate the facility. Implementation of the study's recommendations will depend upon neighborhood leadership's ability to garner support from the greater community and to raise the necessary resources. The study indicates a number of possible sources for funding, including possible City funding. No City

funds have been budgeted for the project, other than funding the study.

Goal Impact: The Dunbar Theater Redevelopment Feasibility Study Report addresses the goal to support a dynamic core area and vibrant neighborhoods. The report indicates that the redevelopment of the Dunbar Theater is feasible and is a critical component of the redevelopment of the McAdams Neighborhood.

Legal Considerations: None.

Recommendations/ Actions: Receive and file the report.

Agenda Item No. 31.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0802

TO: Mayor and City Council Members

SUBJECT: SUB 2006-42 -- Plat of Waldrop Woods Addition, Located on the South Side of 77th Street North and West of Oliver.

INITIATED BY: Metropolitan Area Planning Department

AGENDA : Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This unplatted site, consisting of three lots on 10.24 acres, is located within three miles of Wichita's city limits. The site is zoned RR, Rural Residential District.

Analysis: Since sanitary sewer is unavailable to serve this property, County Code Enforcement has approved on-site sewerage facilities. The site is currently located within the Sedgwick County Rural Water District Number 2.

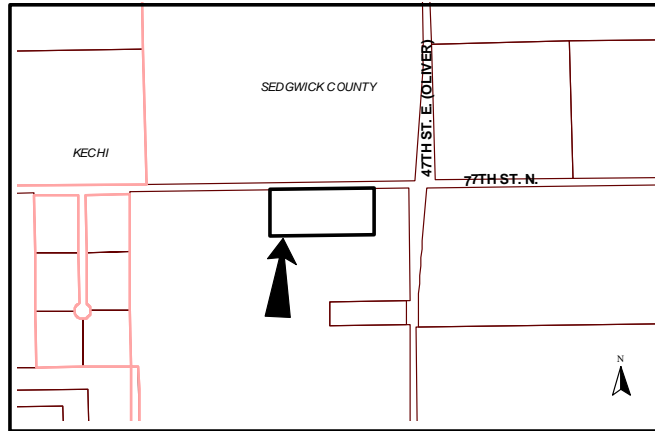
This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: None identified.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures.



Agenda Item No. 32.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0803

TO: Wichita Airport Authority

SUBJECT: Sublease Agreement between Koch Business Holdings, LLC and Eaglejet Aviation for use of a portion of Hangar 16 on Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the sublease agreement.

Background: On January 24, 2006, the Wichita Airport Authority approved an assignment of leases and consent to assignment and estoppel certificate for the use of Hangar 16 on Wichita Mid-Continent Airport from Wichita Airport Facilities, Inc. to Koch Business Holdings, LLC.

Analysis: Koch has been approached by a fixed base operator, EagleJet Aviation, to sublease the north half of Hangar 16 for aircraft storage. Koch does not have an immediate need for the hangar and is desirous of subleasing the space on a year-to-year basis to EagleJet Aviation.

Financial Considerations: There is no financial impact to the Wichita Airport Authority.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted by utilizing existing facilities to the fullest extent.

Legal Considerations: The Law Department has approved the sublease agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the sublease agreement and authorize necessary signatures.

Agenda Item No. 33.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0804

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement – Cessna Aircraft Company – Field Use Fee

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: For the past 50 years, the Wichita Airport Authority has had agreements with Cessna Aircraft Company which allow access to the airfield via connecting taxiways. This current 25-year agreement expires on July 31, 2006.

Analysis: Cessna Aircraft is desirous of extending the field use agreement for another 25-year period. This extension will allow Cessna to have continued access to the airfield via two taxiways which connect Cessna's leased and owned property with the runway system of the airport. Cessna will continue to maintain and repair the taxiways over the term of the extension.

Financial Considerations: The current fee for this access is \$4,500 per year. The fee projected for the extension period is \$6,300 per year.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to continue its operation on a self-sustaining basis, and to facilitate the operations of airport tenants.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Supplemental Agreement.

08/01/06ConnectingTaxiwaysTermConsiderationCare &MaintenanceUseModificationsfor
GrantingFAA FundsSecurityRequirementsIndemnity &InsuranceFire &PoliceProtectionEnviron-
MentalProvisionsOtherTermsSUPPLEMENTAL AGREEMENT NO. 1By and BetweenTHE
WICHITA AIRPORT AUTHORITYandCESSNA AIRCRAFT COMPANYforUse of
GroundWichita Mid Continent AirportTHIS SUPPLEMENTAL AGREEMENT NO. 1 made
and entered into this August 1, 2006, by and between THE WICHITA AIRPORT
AUTHORITY, hereinafter referred to as the "Lessor"; and CESSNA AIRCRAFT COMPANY
hereinafter referred to as the "Lessee."WITNESSETH:WHEREAS, Lessor owns and operates
Wichita Mid-Continent Airport and has constructed thereon a system of runways and taxiways as
shown on Revised Exhibit "A", attached hereto and made a part hereof; andWHEREAS, Lessee
has previously constructed taxiways connecting its leased and owned property with the runway
system of the airport, as shown on Revised Exhibit "B", attached hereto and made a part hereof;
andWHEREAS the parties hereto have heretofore entered into an Agreement dated July 20,
1981 for use of Wichita Mid-Continent Airport facilities and/or furnishing of services on the
Airport; andWHEREAS, the Lessee desires to continue the use of said taxiways as well as the
use in common with others the system of runways and taxiways of the airport; andWHEREAS,
the Lessor and Lessee are now desirous of entering into this Supplemental Agreement No. 1 for
the purpose of adjusting the field use fee and extending the term of the Agreement.NOW,
THEREFORE, in consideration of the covenants and agreements set forth herein, the parties
hereto agree as follows:1. Lessor does hereby lease to Lessee the land upon which the
connecting taxiways are located as shown on Revised Exhibit "B", and grants the Lessee the
right to use, in common with others, the system of runways and taxiways on Wichita Mid-
Continent Airport.2. The term of this extension shall be for a period of twenty-five (25)
additional years from August 1, 2006 through July 31, 2031.3. Article 3 of the original
Agreement is hereby superseded and replaced with the following language:In consideration of
the rights and privileges herein granted, Lessee agrees to pay Lessor a monthly minimum field
use fee of Five Hundred Twenty-five Dollars (\$525) per month, for an annual amount of Six
Thousand Three Hundred Dollars (\$6,300) throughout the term of this extension.4.

Lessee, at its expense, shall maintain and keep in repair the connecting taxiways
as shown on Revised Exhibit "B" and the immediately adjacent grounds thereto, including land
maintenance to prevent erosion and snow removal.5. Reference to Exhibit "B" in
the article shall refer to Revised Exhibit "B".6. In the event that the Federal Aviation
Administration requires modifications or changes to this Agreement as a condition precedent to
granting of funds for the improvement of the Airport, Lessee agrees to consent to such
reasonable amendments, modifications, revisions, supplements or deletions of any of the terms,
conditions or requirements of this Agreement as may be reasonably required to enable the Lessor
to obtain said Federal Aviation Administration funds, provided that in no event shall such
changes materially impair the rights of Lessee hereunder or materially increase its obligations.7.

Lessee shall comply with all applicable regulations relating to Airport security
and shall control the Lessee's premises so as to prevent or deter unauthorized persons from
obtaining access to the air operations area of the Airport.Lessor shall be held harmless for any
and all breaches of Federal Aviation Administration, Transportation Security Administration, or
Lessor's security rules or regulations caused by the Lessee, its agents or employees, except to the
extent caused by Lessor. In the event the Federal Aviation Administration or Transportation
Security Administration imposes a fine or penalty for any such security violation caused by

Lessee, its agents or employees, whether such fine or penalty is assessed to the Lessor or the Lessee or their agents or employees, the penalty shall be paid by the Lessee, provided, however, that nothing herein shall prevent Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled so to do.8. Article 10 of the original Agreement is hereby superseded and replaced with the following language: Lessee shall protect, defend and hold Lessor, the City of Wichita, and their officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Lessor. The Lessor shall give to Lessee reasonable notice of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement. Lessee agrees to maintain public liability insurance during the term hereof, equal or in excess of the following amounts:

	Type of Coverage	Limits Per Occurrence	Limits General
Aggregate	General Liability	\$2,000,000	\$5,000,000

In addition, Lessee shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability. Lessee agrees that in the event of future changes in the law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this Article. Lessee agrees, prior to the commencement

of the term, to provide Lessor with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. 9. The City of Wichita currently charges Lessor a fee for provision of police and fire protection of the Airport. It is understood and agreed that Lessor may impose a fair and equitable charge to recover Lessee's proportionate share of Lessor's costs of these services. If, during the term of this Agreement, Lessor chooses to provide police and fire services directly, the recovery will be adjusted based upon Lessor's established rate. 10. (a) The Lessee hereby covenants

that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the premises, other than in the ordinary course of business and in compliance with all applicable laws. (b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive

Environmental Response, Compensation and Liability Act, any federal, state or local so-called “Superfund” or “Super lien” laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release). (c) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the premises or in connection with the Lessee’s operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Lessee (an “Environmental Complaint”) from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the “EPA”) or the Kansas Department of Health and Environment (“KDHE”), the Lessee shall immediately notify the Lessor in writing of said notice. (d) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor’s other rights under this Agreement, to enter the premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the Lessee or if such circumstances result from a Hazardous Substance owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee upon demand. (e) If an event of default shall have occurred and be continuing, the Lessee at the request of the Lessor shall periodically perform (at the Lessee’s expense) an environmental audit and, if reasonably deemed necessary by the Lessor, an environmental risk assessment (each of which must be reasonably satisfactory to the Lessor) of the premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Lessee with respect to the Premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Lessor. Should the Lessee fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Lessor, the Lessor shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Lessor in the exercise of such rights shall be payable by the Lessee on demand. (f) Neither Lessee nor Lessor shall install or permit to be installed in the premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the premises and respecting such material. The Lessee shall defend, indemnify, and save the Lessor and the City of Wichita harmless from all costs and expenses (including

consequential damages) asserted or proven against the Lessee by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, if said substance was installed by the Lessee, or persons within its control.(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during the term of this Agreement and the period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such hazardous substance was owned by, or placed upon the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release). (h) The provisions of this article shall survive the termination of this Agreement. 11. It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written. ATTEST: THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS By direction of the City Council By

By Karen Sublett, City Clerk

Carlos Mayans, President "LESSOR"

By Victor D. White, Director of Airports

ATTEST: CESSNA AIRCRAFT COMPANY
By Title
"LESSEE" APPROVED AS TO FORM: Date

: Director of Law

Agenda Item No. 34.

City of Wichita
City Council Meeting
August 1, 2006

Agenda Report No. 06-0805

TO: Wichita Airport Authority

SUBJECT: ExpressJet Airlines d/b/a Continental Express -
Supplemental Agreement No. 5

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The Wichita Airport Authority has a uniform lease and use agreement with the passenger carrying airlines serving Wichita Mid-Continent Airport. The term of the agreement is through December 31, 2006. ExpressJet is interested in leasing ticket counter space to accommodate its customers.

Analysis: The airline agreement allows space to be added by contract amendment. The supplemental agreement includes an exhibit which reflects the leasing of an additional 105 sq.ft. of ticket counter space.

Financial Considerations: The current rate for use of ticket counter space is \$43.66 per sq. ft. This will result in an annual revenue to the WAA of \$4,584.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to continue its operation on a self-sustaining basis, and to facilitate the operations of airport tenants.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NUMBER FIVE

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN THE WICHITA AIRPORT AUTHORITY AND EXPRESSJET
AIRLINES, INC. D/B/A CONTINENTAL EXPRESS

THIS SUPPLEMENTAL AGREEMENT NUMBER FIVE, made and entered into this August 1, 2006, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and EXPRESSJET AIRLINES, INC. D/B/A CONTINENTAL EXPRESS, hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. One dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. Two dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. Three dated June 8, 2004, which increased the leased premises; and Supplemental Agreement No. Four dated December 21, 2004 which extended the term and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. Five for the purpose of increasing the leased area;

NOW, THEREFORE, the parties further agree as follows:

1.
As provided in Section 3.1.B, Authority and Airline may, from time to time, by written agreement, add space to the Airline Premises. Commencing August 1, 2006, airline shall lease an additional 105 sq.ft. of ticket counter space, as reflected on Exhibit "B-1", attached hereto and incorporated herein.

2.
It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST: THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By direction of the Wichita Airport Authority

By Karen Sublett, City Clerk
By Carlos Mayans, President
“Authority”
By Victor D. White, Director of Airports

ATTEST: EXPRESSJET AIRLINES, INC.
D/B/A CONTINENTAL EXPRESS

By
By

“Airline”

APPROVED AS TO FORM: Date:
Director of Law

#####